

Notice to Offerors

Request for Proposals

1014945

ONSITE PHYSICIAN SERVICES

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." . Also, the Wage Requirements law ("Living Wage") is available at the same website.



REQUEST FOR PROPOSALS
RFP# 1014945
ONSITE PHYSICIAN SERVICES
May 8, 2012

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One (1) original and five (5) copies of your proposal must be submitted in a sealed envelope/package no later than 3:00PM on 06/08/12 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference and tour from 11:30AM – 1:00PM on May 22, 2012 at the Montgomery County Correctional Facility (MCCF), located at 22880 Whelan Lane, Boyds, Maryland 20841

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact Anthony Sturgess at (240) 773-9830.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Sarah W. McRae at (240) 777-9945.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
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or

This is a Construction Contract (See Attachment H):	
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or

This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	
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David E. Dise, Director
Department of General Services

Revised 08/10

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Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
Montgomery College (MC)
Montgomery County Public Schools (MCPS)
Montgomery County Revenue Authority
Montgomery County Housing Opportunities Commission (HOC)
Washington Suburban Sanitary Commission (WSSC)
Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;

- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

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- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

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TABLE A. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract
 Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability	300	500	1,000	See
minimum combined single limit				Attachment
for bodily injury and property				
damage per occurrence, including				
contractual liability, premises				
and operations, and independent				
contractors				
Minimum Automobile Liability				
(including owned, hired and non-				
owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability*	250	500	1,000	See
for errors, omissions				Attachment
and negligent acts, per				
claim and aggregate, with				
one year discovery period and				
maximum deductible of \$25,000				

Certificate Holder

Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

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SECTION C - SCOPE OF SERVICES:**I. BACKGROUND**

Montgomery County, Maryland Department of Correction and Rehabilitation (DOCR) operates three correctional facilities and is responsible to provide health care to incarcerated individuals. The Montgomery County Correctional Facility (MCCF) located at 22880 Whelan Road, Boyds, MD 20874, and the Montgomery County Detention Center (MCDC), located at 1307 Seven Locks Road, Rockville, MD 20854 have a combined average daily population of about 950 inmates; the Pre-Release Center, a sub-division of the Pre-Release and Re-entry Services Division, located at 11651 Nebel Street, Rockville, Maryland 20852, has an average daily population of 175 residents. The resulting contract from this RFP will service these correctional facilities.

II. INTENT

The Montgomery County Department of Correction and Rehabilitation (DOCR) is soliciting proposals from qualified individuals or entities licensed in the State of Maryland, to provide on-site physician services to incarcerated inmates and residents. The contractor(s) will also be required to provide the services of a nurse practitioner or physician assistant to supplement the County's nurse practitioner(s) on an "as needed" basis. It is the County's preference to award one contract for all the services required under Option 2, below. However, the County may instead, award one or two contracts, for the services as described under Option 1 below, if it determines that award(s) under Option 2 is/are in the County's best interest.

III. SCOPE OF SERVICES/WORK STATEMENT

a. The Contractor must provide the following services:

The Contractor must develop and maintain medical care plans, protocols and programs for inmates and residents of the Montgomery County Detention Center, Montgomery County Correctional Facility, and the Pre-Release and Re-Entry Services Division (PRRS). These plans and programs must be in accordance with accepted medical practice and must meet the standards promulgated by the National Commission of Correctional Health Care (NCCHC), the Maryland Commission on Correctional Standards (MCCS), and the American Correctional Association (ACA). The County must approve these programs. The contractor must provide comprehensive and continual health care for the inmates. This includes, but is not limited to:

- Evaluating, diagnosing, and treating/managing acute and chronic health conditions
- On-site emergency medical evaluation and treatment
- Performing history and physical examinations
- Determining inmate's ability to work inside and outside of the facility(s)
- Coordinating medical care and treatment of PRRS residents, with community-based health providers
- Consulting with approved community physicians
- Providing preventive counseling (must be charted and signed)
- Providing health education to inmates (must be charted and signed)

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- Performing simple wound suturing, incision and drainage (I&D), joint injections if qualified to do so
- Ordering appropriate prescription medications as needed (using the department's formulary)
- Ordering appropriate laboratory and other tests as necessary; Support of electronic medical record (EMR) if implemented
- Support of consultations through telemedicine if implemented
- ensuring quality assurance and improvement in compliance with the NCCHC and ACA standards;
- maintaining current licenses, DEA numbers, and CPR certification for all its personnel.
- Participating in quality assurance and improvement program activities to ensure the maintenance of acceptable standards of patient care and identify and monitor aspects of care that require improvement

b. The County recognizes that the pool of qualified physicians able to and willing to work part-time may be limited, so two service options have been identified for the purposes of this solicitation. An individual or entity who wishes to consider both options must submit a separate proposal for each option. The two service options are:

1. Up to twenty (20) hours of on-site services per week for the Detention Services Division (MCCF and MCDC) and up to two (2) hours per month at the Pre-Release and Reentry Services Division.
2. Forty (40) hours of on-site services per week divided between Detention Services and the Pre-Release and Reentry Services Division.

Regardless of the option chosen, the contractor must assign a principal physician who will have authority to make all decisions relating to the contract and assume full responsibility for all of the contractor's services. The principal physician is the key personnel in this Contract. Contractor's need to change the principal physician must be approved by DOCR'S Health Services Administrator in writing, before such change becomes effective.

c. Option 1:

In addition to the general duties described above, primary emphasis, and the majority of the contractor's time shall be dedicated to providing sick-call services to the inmates, reviewing and signing off on laboratory tests, studies, and medical records from hospitals and community providers, and making clinical decisions based on the review of these documents. The contractor shall provide on-site physician services Monday through Friday from 8:00 a.m. until 12:00 pm EST, or 7:00 a.m. until 11:00 am (alternative times (within reason) may be considered). The contractor may provide less than four (4) hours of services in any given day if the entire four hours of services allotted is not needed on that day. The County will compensate the Contractor for only the hours worked in increments of half hours. Prior to a change in the contractor's schedule, it must be approved in advance by the Health Services Administrator.

The contractor's physician(s) shall provide no more than twenty (20) hours of on-site services per week. Any additional time in excess of twenty (20) hours must be authorized and approved by

DOCR'S Health Services Administrator or designee. Physician services will be provided at both the Montgomery County Correctional Facility and the Montgomery County Detention Center. On-site physician services must be administered at both locations within the four (4) -hour work day therefore the contractor's physician for that day may be required to travel to both facilities in a given work day. The contractor is responsible to provide his/her own transportation between locations and may bill the County up to 20 minutes for travel time if the same physician providing on-site services travels between the two facilities on the same day. Alternatively, if the Contractor utilizes two different physicians between the two facilities in a given day, then the contractor must not bill the County for travel time.

Additional physician hours over and beyond the allotted 20 hours for the Detention Services Division shall be required for physician coverage at the PRRS.

d. Option 2:

The contractor shall provide on-site physician services 40 hours per week, divided between the Detention Services Division locations (MCCF and MCDC), and the Pre-Release and Reentry Services Division (PRRS) location. The physician shall be required to provide services from 7:00 a.m. to 3:00 p.m. Monday through Friday, or from 8:00 a.m. to 4:00 p.m. (alternative times, (within reasons) may be considered but are subject to County approval) Monday through Friday. Travel time between facilities is included in the 40 hour work week. The physician is expected to modify start and end times periodically to accommodate the needs of the inmates at MCCF and MCDC and the residents at the PRRS as described in this RFP. In addition to perform all of the duties listed in Option 1, the physician shall actively participate in the care and management of the chronically ill (chronic care clinics) inmates housed in the MCCF Medical Unit, and completing history and physical examinations, policy and procedure review, and the development of protocols. The physician will participate in case review and make recommendations to the DOCR Health Services Administrator, DOCR Nurse Manager, and DOCR Nurse Practitioner on ways to better manage inmate care. The physician will serve as consultant and advisor to the DOCR Health Services Administrator, who serves as the Quality Improvement Program Director. The physician will assist the DOCR Health Services Administrator in identifying continuous quality improvements, establishing benchmarks, and collecting and analyzing data.

For vendors responding to Option 2, the contractor's physician shall provide these services at PRRS, and these services will be provided within the allotted 40 hour work week described above in Option 2.

e. Onsite Physician Services at PRRS

1. The County intends to hire a nurse practitioner for PRRS. The County intends for the PRRS nurse practitioner to provide on-site sick call services at the PRRS on Tuesday and Thursday of each week, from 5:30 pm to 7:00 pm EST, for a total of three hours per week. The contractor's physician must provide clinical oversight and guidance to the County's PRRS nurse practitioner.
2. If the County is unsuccessful in hiring a nurse practitioner for PRRS, the contractor will be required to provide onsite sick-call services at PRRS, or to make available a Nurse Practitioner or Physician Assistant (at the County's expense) to provide up to three (3) hours of onsite sick-

call services per week (up to 1.5 hours on Tuesdays and Thursdays depending on the needs of the resident population). The three hours per week of services at PRRS is in addition to the 20 hours per week of onsite physician services required for MCCF and MDCD. The contractor will also be required to provide to the County a substitute physician to perform his/her duties at PRRS when the contractor's primary physician is away.

3. When the contractor upon request by the County is unable to provide a Nurse Practitioner or Physician Assistant, then the contractor's physician shall provide up to three (3) hours per week of onsite sick call services, however the contractor shall bill the County for the services at the Nurse Practitioner/Physician Assistant hourly pay rate. The contractor will also be required to provide to the County a substitute physician to perform his/her duties at PRRS when the contractor's primary physician is away.
4. If the County is successful in hiring a nurse practitioner for PRRS, the contractor's physician will be required to provide on-site services at the Pre-Release and Reentry Services Division (PRRS) for up to 2 hours - from 3 p.m. to 5 p.m. EST on the last Thursday of each month, and to provide clinical oversight and guidance to the County's PRRS nurse practitioner. The Contractor will evaluate and treat residents that are referred by the nurse practitioner. Generally, the health needs of these residents require the expertise of a physician. The contractor will also be required to make available the services of a nurse practitioner/physician assistant to provide sick-call services during times when the PRRS County nurse practitioner is unavailable. The County shall provide at least two (2) weeks notice whenever the services of a nurse practitioner/physician assistant would be required of the contractor. If the contractor's physician is unable to provide a nurse practitioner/physician assistant to perform the PRRS Nurse Practitioner duties when requested by the County, and chooses to perform these duties, the contractor may have the option to do so, however such services performed by the contractor/physician shall be billed to the County at the contracted nurse practitioner hourly rate.
5. Any changes to the physician's, Nurse Practitioner's / Physician Assistant's schedule (when needed) or any additional time required by the physician for this location, must be approved in advance by the DOCR Health Services Administrator, or designee.
6. If the County is unsuccessful in hiring a nurse practitioner/physician assistant the contractor's physician will be required to perform the services.
7. The contractor's assigned physician and/or nurse practitioner (depending on the selected option) while providing on-site services at the PRRS, must review and sign his/her acknowledgment of laboratory results, test results, nurses' notes, community consultant/provider documentation, and handle other patient-related issues during the allotted two (2) hours per month for the physician, and ninety (90) minutes per day, for the nurse practitioner, whenever his/her services are requested by the County. The Contract physician must collaborate with community providers, and where appropriate and feasible, participate in transitioning health care services to community providers as part of the reentry services provided by the PRRS Division.

f. General Scope of services - applicable to both Option 1 and 2

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1. The contractor is required to provide a nurse practitioner or physician assistant when requested by the County (DOCR Health Services Administrator), to provide services at the MCCF during times when the DOCR Nurse Practitioner is on leave. Such requests will be made by the DOCR Health Services Administrator at least two (2) weeks prior to the date service coverage is needed. DOCR's Nurse Practitioner (at MCCF) may take leave upwards of 5 weeks per year. If the contractor's physician is unable to provide a nurse practitioner/physician assistant to cover the DOCR Nurse Practitioner leave period when requested by the County, and chooses to perform the services that otherwise would have been performed by the DOCR Nurse Practitioner, the contractor may have the option to do so, however such services performed by the contractor/physician shall be billed to the County at the contracted nurse practitioner hourly rate.
2. The contractor must provide a substitute physician when the assigned physician is not available. This substitute physician must possess at minimum, equal qualifications and licensure as the principle physician. The substitute physician must provide both on-site and on-call services, and must have prior approval to enter into the facilities.
3. The contractor must provide a physician work-schedule to the DOCR'S Health Services Administrator. The schedule must include the following information of the physician scheduled to provide on-site physician services at the correctional facilities:
 - the physician's name
 - the physician's pager and/or mobile telephone number
 - name of substitute physician
 - substitute physician's (if assigned physician is unavailable) pager and/or mobile telephone number
4. The contractor must submit to the DOCR'S Health Services Administrator by the sixth day of each month, the previous month's working hours which should be reflected on a document indicating the start and stop time for each day worked at each facility, as well as the physician who worked the hours. If the contractor does not submit the complete information within the time period stated, the Contractor agrees that the County's payment for physician services will be based solely on DOCR'S Health Services Administrator's records as to the number of hours worked by each physician during that month. The Health Services Administrator and the contractor shall collaborate and agree upon the invoice template upon award of this contract. This template shall be used throughout the term of this contract.
5. The contractor must assign a 24 hours a day, 365 days of the year on-call physician for the resulting contract. The contractor's on-call physician must carry/use a pager, and/or a mobile telephone 24 hours a day, every day of the year. The County shall not incur any cost for this service.
6. The contractor must provide pagers, and/or mobile telephones to each of it's physicians at no additional cost to the County. The contractor must provide in writing the name of each day's on-call physician along with his/her pager and/or mobile telephone number.
7. When DOCR'S Health Services Administrator or designee (including DOCR nursing staff) determines that a physician is required for a medical need involving inmates or residents, the Health Services Administrator or designee (including DOCR nursing staff) will call the on-call physician's pager, and/or mobile telephone. The contractor's on-call physician must respond by

phone to all pages within 30 minutes of being paged. If the contractor's on-call physician fails to respond within 30 minutes of the page, DOCR'S Health Services Administrator or designee will page/call the contractor's designated/alternate physician. The contractor's designated/alternate physician must respond within 20 minutes of receiving the call. If the contractor's on-call physician and designated/alternate physician do not respond within the timeframe stated herein, DOCR'S Health Services Administrator or designee may if warranted (as determined solely by the DOCR's Health Services Administrator or designee), send the inmate to the hospital's emergency department. DOCR'S Health Services Administrator must then provide a written notice of the incident to the contractor, providing a copy of the bill from the hospital for the emergency services provided to the inmate. The County may, in its sole discretion, require the contractor to reimburse the County the amount the County is billed by the hospital for the emergency room services provided to the inmate. The County reserves the right to deduct this amount from the contractor's invoice in one lump sum or as otherwise determined by the County.

8. The contractor's principal physician must meet once a month with the DOCR'S Health Services Administrator to recommend new or modified policies and procedures for the County's medical program and to advise on techniques for handling sick inmates and residents and to review any significant issues and changes. The date for each month's meeting will be set by DOCR'S Health Services Administrator based on a schedule suitable to both parties. Each meeting shall last no longer than one (1) hour. The principal physician must periodically review and sign all health-related policies and make changes as they occur. The contractor's principal physician must also participate in the performance of sick-call services at least three times a month.
9. Consultation with community specialists shall be limited to only those clinical instances where an appropriate level of evaluation and treatment cannot be provided by the on-site contractor due to lack of specialty license or certification in the specialized area. Every effort shall be made by the contractor to provide as many services on-site, without compromising the health of the inmate. The contractor's principle physician shall be responsible for reviewing the appropriateness of referrals to community specialty ordered by the DOCR Nurse Practitioner(s) and, if applicable the contractor's physician(s), nurse practitioner(s), or physician assistant(s) associated with the contract, and if the contractor's principle physician determines that the referral was not appropriate provide education and feedback, as well as a plan to minimize inappropriate referrals. The contractor's principle physician shall also determine when recommended procedures/studies that are suggested by community specialists are medically indicated and whether these recommendations are elective in nature versus medically necessary at the time of incarceration. For the purposes of this contract, "elective care" means medical care that if not provided, would not, in the opinion of the contractor cause the inmate's health to deteriorate or cause definite harm to the detainee's well being. This is important as it is DOCR policy that the department will not pay for elective procedures.
10. The contractor must provide assistance to the County with regards to staff- development. The topics of such staff development activities will be mutually identified by the contractor's principle physician and the DOCR Health Services Administrator. At a minimum, the contractor must provide two Training sessions per calendar year, at least 30 minutes in duration. This may be accomplished through On-the-job training and/or In-Service Training. More frequent staff development activities will be determined by the DOCR Health Services Administrator and will be scheduled on a mutually agreed upon time and date.
11. The contractor must attend the Medical Administrative and Interdisciplinary

Quality Improvement meetings held quarterly (for a total of two (2) hours per quarter) by the County in accordance with accrediting standards. The contractor shall be informed in advance of such meeting dates. Attendance of these meetings shall not impose on any time previously assigned for inmates care, unless authorized by the Health Services Administrator or his designee.

12. The contractor's physicians must coordinate medical services for inmates and residents with other physicians, nurse practitioners, or physician assistants who have previously provided medical services to these inmates/residents when standards of sound medical practice require such consultation for continuity of medical care. The principle physician is ultimately responsible for the medical needs of inmates and residents at MDCD, MCCF, and PRRS. Decisions made by the physician must take into consideration the needs of the department while maintaining a level of care that is consistent with acceptable community medical practices.
- 13.. To minimize the need to transport inmates outside of the facility for services such as physical therapy, occupational therapy, intravenous care, etc., whenever possible, the contractor must arrange with such providers of care to administer services in the facility where the inmate/resident resides. For such services, the COUNTY will be directly billed by the providers of the service. For services from providers providing services outside of the facilities, the contractor shall make all effort to utilize physicians in the network being used by the County's Workers Compensation contractor.
14. As stated above, the contract must provide as many services on-site as possible. An individual or entity (physicians practice) that has the ability and proposes to bring additional services on-site shall receive additional points in the rating of this RFP. Additional services that are desired include but are not limited to ability to provide joint injections, simple incision and drainage (I&D), wound suturing, and application of splints and casts. Fees for these services must be included in the pricing as requested in this RFP and the County shall not be billed separately for these services. Proposals that include (in addition to the desired physician) the services of other specialty physicians to be utilized onsite (County's facility) in the resulting contract, will receive additional points in the rating as determined by the reviewing team. Examples of such specialty services include orthopedic, podiatrist, cardiologist, gastroenterologist, physiatrist, infectious disease specialist, and neurologist. Again, fees for the services provided by these specialists must be included in the pricing as requested in this RFP and the County shall not be billed separately for the services provided by these specialists.
15. The contractor (whenever possible) shall assist the DOCR Health Services Administrator in identifying other qualified service providers when it becomes necessary to utilize services outside the facility. DOCR'S Health Services Administrator must first approve the utilization of the provider for the service and may reject any provider if the Health Services Administrator deems the provider to be unacceptable.
16. The DOCR'S Health Services Administrator shall provide to the contractor current copies of the DOCR formulary. The Contractor must select medication from this formulary whenever possible. The Contract Physician(s) must have reasonable justification for ordering prescribed medication outside of the formulary.
17. The contractor's principal physician must authorize, supervise, and approve guidance to the County's Nurse Practitioner(s) in the performance of health assessments and medical

examinations of inmates. This supervision must comply with all requirements and limitations established by **Chapter 13, Montgomery County Code and by COMAR 10.27.07.**

18. The contractor must provide an annual peer review for each clinician providing service under this contract. This peer review must be submitted to DOCR'S Health Services Administrator at least 14 days prior to December 31 of each contract year. The County reserves the right to utilize peer consultants and professional correctional staff to evaluate and review the contractor current practices and protocols. This service shall be completed at no cost to the County.
19. The contractor must actively participate in preparation for the ACA and NCCHC audits when deemed appropriate by the DOCR Health Services Administrator. The degree of participation will be at the discretion of the Health Services Administrator and will include, but not be limited to, preparing documents, tabulating data, and reviewing policies and procedures.
20. On an as-needed basis the Contractor (physician) must appear before any Court upon receipt of a proper summons from the Court, to provide medical information regarding the inmate/resident patient under his/her care. Court appearances are scheduled at the discretion of the Courts and will not be changed. The County will compensate the Contractor at the contract hourly rate for this service. In the event of Contractor's failure to appear when properly summoned by the Court, liquidated damages in the amount of \$2,000 will be deducted from the Contractor's monthly invoice. The County and Contractor agree that this is a fair and reasonable measurement of the damages to the County for Contractor's failure to appear and that it does not constitute a penalty.
21. The contractor must come to the facility to conduct involuntary commitment evaluations for inmates requiring admission to a state psychiatric hospital on the same day the request is made to the contractor, or no later than 10:00 A.M. the following morning if the request to the contractor is made after 6: 00 P.M. This evaluation shall serve as the second evaluation as the first will be provided by a licensed psychiatrist. The contractor shall follow appropriate protocol consistent with acceptable medical practice and requirements of the state psychiatric facility(s).
22. The Contractor agrees that employment outside of this contract (e.g. private practice) must not interfere with the health care services provided to inmates and residents as described in this RFP.
23. The following services are not to be provided under this contract by the contractor's on-site sick-call physicians/nurse practitioner/physician assistant:
 - a. examination or treatment of individuals other than inmates of the Correctional Facility, Detention Center, or residents of the Pre-Release and Re-Entry Services Division;
 - b. examination or treatment of an inmate requested by an individual other than an employee of the Department of Correction and Rehabilitation.
24. The contractor must provide a Maryland licensed Nurse Practitioner or a Maryland certified Physician Assistant when required by the County to perform the following services at the Montgomery County Correctional Center and the Montgomery County Detention Center.
 - a. Perform physical examination on each new inmate by the fourteenth (14th) day of incarceration.

- b, Establish medical diagnoses and treatment for common short-term health problems, i.e., respiratory infections, abdominal pain, nausea, vomiting, constipation, hemorrhoids, chest pain, diarrhea, dermatitis, low back pain, musculo-skeletal injuries, joint pain, minor lacerations, headache, conjunctivitis, genito-urinary infections, dizziness, vertigo, opiate or alcohol withdrawal, or other medical complications to be designated by the contract physician.
- c Manage common gynecological problems such as mastalgia, common menstrual dysfunctions, possible pregnancy, routine Pap smear, fibrocystic breast disease, vaginitis, and sexually transmitted diseases, as well as pre-natal care.
- d Establish medical diagnosis for chronic health problems that will be referred to the physician for a comprehensive evaluation and treatment plan. Stable chronic conditions which may be monitored by the nurse practitioner and/or physician assistant include but are not limited to diabetes, hypertension, arthritis, chronic obstructive pulmonary disease, asthma, HIV, congestive heart failure, angina, renal insufficiency, thyroid disease, anemia, epilepsy, migraines, or other problems designated by the Contract physician.
- e Provide chronic care clinics for inmates with such conditions as hypertension, seizure disorders, diabetes, HIV and cardiac/lung disorders.
- f. Order, perform, and interpret laboratory tests and non-invasive diagnostic tests, invasive diagnostic tests or tests with adverse effects; any appropriate blood or urine tests, cultures, stains and smears, scans, sonograms, or x-rays not requiring IV contrast, EEG, EKG, pulmonary function, and skin testing. The nurse practitioner and/or physician assistant may perform venipuncture, and any routine blood or urine tests.
- g. Prescribe drugs as permitted by written agreement with the contractor's principal physician such as antibiotics, decongestants, antihistamines, cough suppressants, or expectorants, anti-vertigo drugs, bronchodilators, vaccines, creams, ointments, anti-inflammatory drugs, muscle relaxants, anti-pruritic drugs, antacids, suppositories, anti-emetics, and other prescriptions. The contractor's principal physician must approve administration of any controlled substances.
- h. If appropriate, renew or adjust dosages of prescriptions previously ordered by the contractor's physician. Order medications listed on the contractor's physicians' protocols including opiate and alcohol detoxification schedule.
- i. As permitted by agreement with the contractor's principal physician, refer inmates to appropriate licensed specialty physicians or other health care providers currently contracted to the DOCR, such as orthopedic physicians, general surgeons, and ear-nose-throat physicians.
- j. Provide emergency care including but limited to Cardio-Pulmonary Resuscitation (CPR), care for wounds, burns, sprains and contusions.

25. The contractor's physicians and nurse practitioners must be licensed in the State of Maryland in order to provide services under the resulting contract. The contractor's physician assistants must be certified to practice in the State of Maryland.
26. The State of Maryland requires that in order for a Nurse Practitioner to practice, a formal written agreement between a collaborating physician and the Nurse Practitioner must be completed, reviewed and approved by the Maryland Board of Nursing. The contractor must agree to enter into a collaborative relationship with the County Nurse Practitioner, and to sign the Nurse Practitioner Written Collaborative Agreement. The State of Maryland requires that in order for a Physician Assistant to practice, there must be a delegation agreement between the Physician Assistant and Supervising Physician that has been approved by the Maryland Board of Physicians.
27. Contractor's personnel each will provide services at the discretion of the County. If the County finds any of contractor's personnel unacceptable, the Health Services Administrator shall report that staff to the principal physician who must immediately remove that person from performing services under the contract. The County will provide a report to the contractor stating the reason for that decision; however, the County's reasoning is not subject to dispute. The contractor will act immediately to provide an acceptable personnel replacement at no additional cost to the County. The County must approve this replacement prior to providing services.
28. The County reserves the right to screen for approval any physician, nurse practitioner and/or physician assistant designated by the contractor to provide services to DOCR inmates and residents. If the County determines that, for security reasons, any physician, nurse practitioner and/or physician assistant is unacceptable, the contractor will act immediately to provide an acceptable replacement at no additional cost to the County.
29. All personnel entering the correctional facilities operated by the County are subject to a security/criminal history check. The contractor must provide to the County the following information on all staff that will be providing services to inmates:

Full legal name	Social Security Number
Date of birth	Race
Current Home Address	Sex
Current copy of Maryland	Driver's License Number
Medical License	Signed Release Form
30. In addition to a comprehensive background check, the contractor must present a resume to include the past 5 years on all physicians and physician assistant/nurse practitioner associated with the contract. Additional information to be submitted for the physicians and physician assistant will include a current DEA license, current copy of Maryland Medical License, and CPR certification. A copy of the nurse practitioner's Maryland License to practice as a certified nurse practitioner must also be presented. This required information must be submitted to the County within the first 30 days of commencing work related to the contract.
31. The County shall provide a security orientation to the contractor and its personnel prior to beginning services at MCCF, MCDC and PRRS.

IV. **CONTRACTOR QUALIFICATIONS**

The County requires experienced physicians, nurse practitioners/physicians assistants licensed/certified in the State of Maryland. The contractor must submit resumes to include the last four (4) years of experience of each physician, and one (1) year for nurse practitioner/physician assistant that will be associated with the resulting contract from this RFP. Physicians, and when applicable physician assistant and nurse practitioners must have current DEA license, current Maryland License to practice, and CPR certification. All licenses must be submitted to the County prior to award of contract.

V. **CONTRACTOR RESPONSIBILITY**

The contractor's primary responsibility is to (but is not limited to) develop and maintain medical care plans and programs in accordance with accepted medical practice and standards, for the DOCR. contractor is to provide comprehensive and continual health care for all inmates and residents as indicated in this RFP and consistent with accepted medical practice. The contractor must ensure that its staff maintains current licenses, DEA numbers and CPR certification. The contractor's staff associated with the resulting contract must be familiar with, and must abide by the policies and procedures of the DOCR.

VI. **COUNTY RESPONSIBILITY**

The County will provide workspace and telephone for the contractor. The County will provide medical instruments such as stethoscopes, a sphygmomanometer and other equipment necessary for the care of inmates and residents.

SECTION D - PERFORMANCE PERIOD

I. **TERM**

The effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which the contractor must perform all work under the contract begins on the contract's effective date and ends after a two (2) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term three (3) times for one year each.

The County reserves the right to extend the contract for renewal periods for a period less than the length of the above-referenced renewal period if such an extension is determined to be in the best interest of the County.

II. **PRICE ADJUSTMENTS**

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment, after this two-year period is subject to the following:

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- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the county sufficient justification to support that the contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

I. PROCEDURES

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals for Option 1 and Option 2, in accordance with the evaluation criteria listed below under Section E.2.a.
- b. Vendor interviews may be conducted with the three (3) highest scoring offerors for each Option (both Option 1 and 2) that achieve at least a score of 225 points based on the QSC's score for each written proposal. The interview criteria that will then be utilized is listed below under Section E.2.b. The QSC will also review an offeror for responsibility.
- c. To be considered for award under Option 2, the offeror must receive a minimum combined written and interview score from the QSC of 315 points. The QSC will make its award recommendation of the highest ranked offeror for Option 2, based on the QSC's combined written and interview score, and its responsibility determination. However, If no offeror receives the minimum score, the QSC will make its award recommendation the highest ranked offeror or offeror(s) for Option 2, based on the QSC's combined written and interview score, and its responsibility determination;
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- e. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- g. After the successful conclusion of negotiations, the Director will publicly post the name(s) of the proposed awardee(s).
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

2. EVALUATION CRITERIA (Option 1 and 2)		POINTS
a. Written Proposal Evaluation Criteria		
The QSC will evaluate the written proposals based on the following criteria.		
1.	Educational background of each physician, nurse practitioner /physician assistant proposed to provide service.	20
2.	Offeror's experience providing medical services inside and outside of a correctional environment.	30
3.	Offeror's ability to provide comprehensive and continual health care to inmates and residents to include: <ul style="list-style-type: none"> - administering general medical and physical examinations; - diagnosis, treatment and management of illness both chronic and acute; - Coordinating consultation services with approved physicians - Experience and ability in deciding the urgency of a test/study/procedure recommended by a community specialty provider (i.e. medically necessary versus elective) - providing preventing counseling and education; - issuing prescription medication as needed (using formulary); - ordering laboratory and other necessary tests; 	35
4.	Offeror's ability to perform on-site procedures including wound suturing, simple incision and drainage (I&D), joint injections, splinting, and casting,	30
5.	Offeror's ability to provide (in addition to the desired physician) the services of other specialty physicians to be utilized onsite (County's facility) in the resulting contract, Examples include an orthopedic specialist, podiatrist, cardiologist, gastroenterologist, physiatrist, infectious disease specialist, or neurologist.	30
6.	Offeror's ability to provide upon request nurse practitioner or physician assistant services as indicated in this RFP to include: <ul style="list-style-type: none"> - performing physical examination on patients; - establishing medical diagnosis and treatment for short term and chronic health problems; - ordering and interpreting laboratory tests results; - issuing prescriptions for medication; - providing emergency care and performing all 	25

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	other duties as specified in this RFP.	
7.	Offeror's experience providing services to underserved populations.	15
8	Offeror's ability to establish and manage a quality improvement program to include identification of areas that require improvement, quality monitoring, medical charts review, and ability to attend monthly and quarterly meetings and to participate in audit preparation.	15
9.	Offeror's ability to provide a 24-hour a day, 365 days a year on-call physician who will wear/carry on his/her person a pager or mobile telephone.	20
10.	Offeror's ability to get to MCCF within one (1) hour to complete examination of a mentally ill inmate or to examine an inmate who is having physical or medical problems that not necessarily require being sent to the emergency room, but urgent enough to require the attention of the physician;	10
11.	Cost: i. Proposed Hourly Rate for Part-Time On-site Physician services (fully burdened*). or Proposed Hourly Rate (fully burdened*).for Full-Time Onsite Physician Services (40 hours/week)	75
	ii. Proposed Hourly Rate for nurse practitioner/physician assistant (fully burdened)*	20
	Highest possible QSC score for written proposal evaluation:	<u>325</u>
b. Interview Evaluation Criteria		
The QSC will evaluate the interviews based on the following criteria.		
1.	Responses to general questions and hypothetical situations reflecting accepted medical practices and knowledge	100
2.	Assessment of communications/interpersonal skills - <i>observing and assessing the communication skills</i>	25

	<i>demonstrated when communicating and interacting with others during the interview (eg, eye contact, engages, gestures and positive body language, articulation, sincerity, showing interest and concern for others, etc).</i>	
	Highest possible QSC score for interview evaluation:	<u>125</u>

*Fully burdened Hourly Rates must include all overhead to include insurance, salaries, cost of benefits and profit.

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one (1) original and five (5) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and fax number.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three (3) references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- g. Minority Business Program and Offeror's Representation - Attachment C

- h. Resume (of each person – physician(s), nurse practitioner/physician assistant assigned to this contract) indicating educational background and prior work experience.
- i. Proposed plan for providing medical services inside and a correctional environment.
- j. Proposed plan for providing comprehensive and continual health care to inmates and residents to include:
 - administering general medical and physical examinations;
 - diagnosis, treatment and management of illness both chronic and acute;
 - Coordinating consultation services with approved physicians
 - Experience and ability in deciding the urgency of a test/study/procedure recommended by a community specialty provider (i.e. medically necessary versus elective)
 - providing preventing counseling and education;
 - administering simple wound suturing, joint injections, and simple incision and drainage procedures (I&D);
 - issuing prescription medication as needed (using formulary);
 - ordering laboratory and other necessary tests;
 - maintaining current licenses/certifications, DEA numbers and CPR certification for offeror's staff.
- k. Offeror's play plan for performing on-site procedures to include:
 - wound suturing;
 - simple incision and drainage (&D);
 - joint injections;
 - splinting and casting.
- l. Offeror's plan to provide (in addition to the desired physician) the services of other specialty physicians to be utilized onsite (County's facility) in the resulting contract, Examples of such specialty services include but are not limited to orthopedic, podiatrist, cardiologist, gastroenterologist, physiatrist, infectious disease specialist, and neurologist.
- m. Offeror's plan to provide upon request nurse practitioner or physician assistant services as indicated in this RFP's Scope of Services to include:
 - performing physical examination on patients;
 - establishing medical diagnosis and treatment for short term and chronic health problems;
 - ordering and interpreting laboratory tests results;
 - issuing prescriptions for medication;
 - providing emergency care and performing all other duties as specified in this RFP.
- n. Offeror's experience in, and plan for providing services to the underserved population.
- o. Proposed plan for establishing and managing a quality improvement program to include identification of areas that require improvement, quality monitoring, medical charts review, attending monthly and quarterly meetings and participating in audit preparation.
- p. Proposed plan for providing 24-hour a day, 365 days a year on-call physician to wear/carry on his/her person a pager or mobile telephone.
- q. Offeror's plan to get to MCCF within one (1) hour to complete examination of a mentally ill inmate,

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or to examine an inmate who is having physical or medical problems that do not necessarily require emergency room treatment, however urgent enough to require the attention of a physician.

- r Offeror's Hospital(s) affiliation;
- s. Attachment I:
 - i. Proposed Hourly Rate for Part-Time On-site Physician services (fully burdened);
 - ii. Proposed Annual Compensation for On-site Physician services - 40 hrs/week (fully burdened);
 - iii. Proposed Hourly Rate for Nurse Practitioner/Physician Assistant – substitute (fully burdened);
- t. Justify Proposed Hourly Rate / Annual Compensation
 - i. Justify Proposed Hourly Rate for Part-Time on-site Physician services; or
 - ii. Justify Proposed Annual Compensation for on-site Physician services (40hrs/week)
 - iii. Justify Proposed Hourly Rate for Nurse Practitioner/Physician Assistant – substitute;

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Sub-contractor Performance Plan (contract value greater than \$50,000) – Attachment D.
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E.
- c. Certificate of Insurance (See Mandatory Insurance Requirements) - Attachment F.
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposed price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. **If this solicitation is subject to the Wage Requirements Law (see page 1), then the Proposer must submit a Certification of posting a Wage Requirements notice.**
- e. With ten (10) days notice the Contractor must submit for physician(s) and nurse practitioner/physician assistant (if applicable), Maryland current DEA Licenses, and Medical License; copy of nurse practitioner/physician assistant's Maryland License/Certificate, and CPR certification.

SECTION G - COMPENSATION

The contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The contract administrator for any contract(s) resulting from this solicitation will be the Department of Correction & Rehabilitation Contract Administrator. 240-777-9776

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - SPECIAL TERMS AND CONDITIONS

N/A

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT A

REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF
FIRM:

ADDRESS:

CITY: STATE: ZIP:

CONTACT PERSON: PHONE:

NAME OF
FIRM:

ADDRESS:

CITY: STATE: ZIP:

CONTACT PERSON: PHONE:

NAME OF
FIRM:

ADDRESS:

CITY: STATE: ZIP:

CONTACT PERSON: PHONE:

ATTACHMENT B

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
		Alexandria, Virginia			Manassas Park, Virginia
		Alexandria Public Schools			Maryland-National Capital Park & Planning
		Alexandria Sanitation Authority			Commission
		Arlington County, Virginia			Metropolitan Washington Airports Authority
		Arlington County Public Schools			Metropolitan Washington Council of
		Bladensburg, Maryland			Governments
		Bowie, Maryland			Montgomery College
		Charles County Public Schools			Montgomery County, Maryland
		College Park, Maryland			Montgomery County Public Schools
		Culpeper County, Virginia			Northern Virginia Community College
		District of Columbia			OmniRide
		District of Columbia Courts			Potomac & Rappahannock Transportation
		District of Columbia Public Schools			Commission
		District of Columbia Water & Sewer			Prince George's County, Maryland
		Authority			Prince George's County Public Schools
		Fairfax, Virginia			Prince William County, Virginia
		Fairfax County, Virginia			Prince William County Public Schools
		Fairfax County Water Authority			Prince William County Service
		Falls Church, Virginia			Authority
		Fauquier County Schools & Government,			Rockville, Maryland
		Virginia			Spotsylvania County Schools
		Frederick, Maryland			Stafford County, Virginia
		Frederick County, Maryland			Takoma Park, Maryland
		Gaithersburg, Maryland			Upper Occoquan Sewage Authority
		Greenbelt, Maryland			Vienna, Virginia
		Herndon, Virginia			Virginia Railway Express
		Leesburg, Virginia			Washington Metropolitan Area Transit
		Loudoun County, Virginia			Authority
		Loudoun County Public Schools			Washington Suburban Sanitary Commission
		Loudoun County Sanitation Authority			Winchester, Virginia
		Manassas, Virginia			Winchester Public Schools
		City of Manassas Public Schools			

Vendor Name

ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



**Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance**

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project?

YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - () -
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

RFP # 1014945
ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document "Minority, Female, Disabled Person Subcontractor Performance Plan".

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

RFP # 1014945
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____ % of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore. Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By:

Subcontractor Name:

Title:

Address:

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

Date: _____

Date: _____

MFD Program Officer

MFD Program Officer

Full Waiver Approved:

Partial Waiver Approved:

Date: _____

Date: _____

Director

Department of General Services

Director

Department of General Services

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME:

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

RFP # 1014945
ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

MANDATORY INSURANCE REQUIREMENTS

Physician Services – On Site May be full time or part time

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)*** combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Professional Liability – Medical (Must not exclude services at Correctional Facilities) Substitute Also

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least ***two million dollars (\$2,000,000)*** per claim and ***four million dollars (\$4,000,000)*** aggregate and a maximum deductible of \$50,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limits
- Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Correction and Rehabilitation / Jannie Bright-Davies
22880 Whelan Lane
Boyd's, MD 20841

ATTACHMENT G**Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor**

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).
- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).

- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).
- ☐ C. Nonprofit Wage & Health Information
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$_____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

RFP # 1014945
ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any Subcontractors. The Contractor and any Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not

appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

14. Where the initial Contract Sum is below the \$500,000.00 threshold, but it is subsequently increased and exceeds the \$500,000.00 threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the \$500,000.00 threshold is subject to the Prevailing Wage Law.

15. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

